



# CITY OF HOUSTON

## INVITATION TO BID

Issued: July 16, 2010

### **Bid Opening:**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, August 05, 2010**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

### **SALE OF SCHWEIZER HELICOPTER PARTS AND ACCESSORIES FOR THE HOUSTON POLICE DEPARTMENT BID INVITATION NO. S12-N23658 NIGP CODE: 035-50**

### **Buyer:**

Questions regarding this solicitation should be addressed to Martin L. King, Sr. Staff Analyst, at (832) 393-8705 or e-mail to [martin.king@cityofhouston.net](mailto:martin.king@cityofhouston.net).

### **Electronic Bidding:**

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

### **Prebid Conference:**

A Pre-Bid Conference will not be held for this solicitation. All inquiries and questions concerning this solicitation should be directed to Martin L. King via email at [martin.king@cityofhouston.net](mailto:martin.king@cityofhouston.net).

**Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <http://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.**

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid-opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

**The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.**

City employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances Section 15-1.

### **\*CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL TERMS & CONDITIONS

**\*Note 1: Actual page numbers for each section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, bidders must read the solicitation document in its entirety and comply with all the requirements set forth therein.**

**\*Note 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the official signature page which must be signed by a company official authorized to bind the company**

**SECTION A  
OFFICIAL BID FORM**



**FORMAL ONE-TIME SALE  
SALE OF SCHWEIZER HELICOPTER PARTS AND ACCESSORIES  
FOR HOUSTON POLICE DEPARTMENT  
Bid No. S12-N23658**

To The Honorable Mayor  
and City Council Members  
of the City of Houston, Texas (the "City"):

The undersigned hereby offers to **sale/purchase HELICOPTER PARTS AND ACCESSORIES** from the City of Houston and as listed on the **electronic bid form**, and in accordance with the City's Special Requirements and Instructions provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous special requirements and instructions provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

## SECTION A

### **Documents/forms must be downloaded from the City's Website:**

**<http://www.houstontx.gov/purchasing/index.html>**

#### **Additional Required Forms to be Included with this Bid:**

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

<b>Table 1 – Required Forms</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire

Table 2 lists other documents and forms that should be viewed and downloaded from the City's website, but are not required to be submitted with the bid. **The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:**

<b>Table 2 – Documents and Forms</b>
Drug Forms
Sample Insurance Over \$50,000.00
Formal Instructions for Bid Terms
EEOC

**SECTION B**  
**GENERAL SPECIFICATIONS**

**1.0    BIDDING AND AWARD:**

- 1.1    The City may accept this bid offer by issuance of a Notice of Award Letter at any time on or before the 120th day following the official bid opening day by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

**2.0    APPLICABLE SPECIFICATION:**

- 2.1    "Notice to Bidders", the "Official Bid Forms", the "Special Requirements and Instructions", the "General Terms and Conditions" and other specifications that may be included herewith.

**3.0    CONFLICT IN TERMS:**

- 3.1    Should there be any conflict between the Special Requirements and Instructions and the General Specifications, the Special Requirements and Instruction shall prevail.

**SECTION B**  
**PART II**  
**TECHNICAL SPECIFICATIONS**  
**SALE OF SCHWEIZER HELICOPTER PARTS AND ACCESSORIES**  
**FOR HOUSTON POLICE DEPARTMENT**

**1.0 SCOPE:**

- 1.1 The City of Houston is accepting bids from qualified vendors for the sale of its Schweizer Helicopter parts and accessories (See attached Exhibits, Lots 1 and 2).
- 1.2 Technical questions concerning the Helicopter Parts should be directed to Tom Runyan at (713) 247-5930 and general information may be obtained from John Erdeljac, (713) 308-1700.

**2.0 SPECIAL REQUIREMENTS:**

- 2.1 The helicopter parts are offered for sale "as is" and "where is" without warranty as to capacity, equality, condition or size, other than the condition specified in "Attachment 1", and no claim for any allowance or deduction upon any grounds will be considered after bids have been opened.
- 2.2 The successful bidder (Purchaser) shall take possession of the Helicopter(s) described on the attached Information Sheet from the City of Houston's Hobby Airport premises within ten (10) business days following written notification by the City that Purchaser's check has cleared the financial institution.
- 2.3 The successful bidder (Purchaser) is responsible for all applicable Federal, State and Local sales taxes
- 2.4 It is advised that all prospective bidders inspect the helicopter parts prior to submitting. Contact Tom Runyan at least 24 hours in advance at (713) 247-5930. Any request for an on-site visit to see the helicopter parts "must" be received 24 hours prior to the desired scheduled visit and must be coordinated with the below named individual.

Tom Runyan  
Police Captain, Air Support  
Hobby Airport  
8402 Larson  
Houston, Texas 77061  
Office – (713) 247-5930 or (713) 376-1462  
Email – [tom.runyan@cityofhouston.net](mailto:tom.runyan@cityofhouston.net)

- 2.5 The awarded bidder (Purchaser) shall submit a cashier's check, payable to the City of Houston **within five (5) working days after notification of award** by the City Purchasing Agent or designee, to Joseph Fenninger, Chief Financial Officer, Houston Police Department, 1200 Travis, 17<sup>th</sup> Floor, Houston, Texas 77002. Removal of the helicopter parts shall be coordinated with Tom Runyan at Hobby Airport Facility, 8402 Larson. The Purchaser shall be required to remove the helicopter parts upon notification by the City that Purchaser's check has cleared the financial institution and at an agreed upon scheduled between City and the Purchaser. It shall be the sole responsibility of the offerer/purchaser to remove its awarded helicopter parts.
- 2.5 The awarded bidder must 'Indemnify' the City and provide insurance for all personnel coming on-site for the removal of the helicopter parts.

# EXHIBIT A - LOT 1

Item #	P/N	S/N	Nonmanufacture	QTY	Unit Cost	Total Cost
7	M/S25038-4	9222	Tach Generator, (N1) (M/S25038-4)	1	357.50	357.50
28	269A5175-039	OS0006	M/R Transmission	1	7,853.42	7,853.42
30	269A5590-013		Retainer	1	116.69	116.69
32	269A7346-001		Motor Gearbox 24V	4	314.12	1,256.48
36	269D1120-001	S0086	Blade Assy- M/R, Droop Nose (333)	2	14,012.92	28,025.84
37	269D1120-001	S0155	Blade Assy- M/R, Droop Nose (333)	1	15,880.01	15,880.01
38	269D1120-001	S0156	Blade Assy- M/R, Droop Nose (333)	1	15,880.01	15,880.01
39	269D1329 (-001)		Ring, Droop Stop	2	1,128.56	2,257.12
54	269D4522-001		Duct Assy- Heat Exchanger	3	564.88	1,694.64
59	269D5308-001	SZ0132	Shaft & Assy- M/R Drive Splined	1	14,121.73	14,121.73
61	269D6066-003	30423	Twin Tachometer N2/NR Eng Tach	1	397.50	397.50
88	5510-3	30939	Tach Generator	1	360.00	360.00
<b>TOTAL</b>						<b>\$ 75,550.84</b>

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

## EXHIBIT B - LOT 2

Item #	P/N	S/N	Description	QTY	Unit Cost	Total Cost
1	AA97-424	7091	Audio Panel			
2	BLS3BA03S		Collective Pin	1	3,995.00	3,995.00
3	CDX3A0K3-4LK		C/I Switch/Cable Assy	4	44.83	179.32
4	GCSCG-503	1107B	Control Unit (Generator)	1	195.00	195.00
5	M19004089		Rubber Stopper	1	715.00	715.00
6	MIL-H-6000		Hose, 1" (Exhaust Breather Hose)	5	1.90	9.50
8	MS25038-4	9227	Tach Generator, (N1) (MS25038-4)	9	4.56	41.04
9	MS25038-4	9846	Tach Generator, (N1) (MS25038-4)	1	357.50	357.50
10	MS25038-4	9851	Tach Generator, (N1) (MS25038-4)	1	357.50	357.50
11	MS27380-1		Laryard	1	357.50	357.50
12	MS28034-3		Temp Bulb	1	35.73	35.73
13	SKCP2738-5	0028	Pully Side Kafflex	1	305.40	305.40
14	Transport Clamp		333 Truck Transport Clamp Down	1	10,745.28	10,745.28
15	01-0770805-00	00754	Light Assy.	1	-	-
16	1743645-02		Element Replacement Kit (Fuel Filter)	1	403.90	403.90
17	20506A		Dual Oil Cooler	10	96.30	963.00
18	(alt # 33001576)	G01-408-8		1	1,514.96	1,514.96
19	2200-12	102	Autronics EPO Warning Unit	1	531.00	531.00
20	2247-6-6S		Adapter (73 Gal. System)	2	17.93	35.86
21	23001839		Nozzle Assy. Press Oil P/T Supp.	4	305.55	1,222.20
22	23051050		Tube Assembly, PG Fuel Control	1	118.46	118.46
23	24610-0342		Garlock Seal Split (Engine)	3	19.19	57.57
24	269A3150-023	S0114	Damper Assy FWD (Landing Gear)	1	210.00	210.00
25	269A3150-023	S0117	Damper Assy FWD (Landing Gear)	1	210.00	210.00
26	269A3150-025	HT11626-1	Damper Assy AFT (Landing Gear)	1	2,185.33	2,185.33
27	269A4062-001	HT11626-2	Damper Assy AFT (Landing Gear)	1	2,185.33	2,185.33
29	269A5512-011		Valve- Shut Off	1	247.40	247.40
31	269A5801-015		V-Belt Set Banded	3	271.88	815.64
33	269A9288-31		Block	2	375.48	750.96
			The Down Assy	3	374.84	1,124.52

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

EXHIBIT B - LOT 2 Cont.

34	269A9410-005		Low Fuel Warning Probe Assy	1	230.92	230.92
35	269D0302-073		Placard (Decal) Fuel 73 Gal	4	8.59	34.36
40	269D1336-003		Link Assembly	1	1,623.07	1,623.07
41	269D2200-009		Window Assy, UPR L/H	1	1,199.66	1,199.66
42	269D2329-015		Spacer	3	11.31	33.93
43	269D3145-001	S0071	Bucket Fitting Upper- Forward	1	299.32	299.32
44	269D3180-9		Cover (Ejector)	2	95.80	191.60
45	269D3310-001	S0062	Bucket Fitting Upper- Aft	1	320.57	320.57
46	269D3320-001	S0075	Tail Boom Tube	1	1,212.37	1,212.37
47	269D3325-11		Damper Bracket	1	160.10	160.10
48	269D3411-801	S0032	Horizontal Tail Assembly	1	2,723.32	2,723.32
49	269D3516-001		Tail Skid Assembly (Stinger)	1	158.89	158.89
50	269D4112-019		Deflector Plate	5	27.46	137.30
51	269D4500-005		Strip, Long	1	-	-
52	269D4500-007		Strip, Short	1	-	-
53	269D4506-5		Oil Inlet Cover	1	-	-
55	269D4526-007		Impeller Assembly	1	625.90	625.90
56	269D5017-023		Spring Sub-Assy	2	3,750.17	7,500.34
57	269D5120-003	S0066	Drive Adapter- Eng to Kflex	1	590.98	590.98
58	269D5301-009	S0033	Adapter Assy- Gear Box Mounting- Boom	1	1,867.30	1,867.30
60	269D6065-001	31018	Tach NI	1	1,525.06	1,525.06
62	269D6067-001	01064328	TOT Indicator	1	1,894.56	1,894.56
63	269D6068-001	132	Oil Temp/ Press Indicator	1	1,346.79	1,346.79
64	269D6069-007	31031	Torque Meter, 2" Diameter	1	555.00	555.00
65	269D6070-019		Dimmer Assy	1	1,216.62	1,216.62
66	269D6528-001	1018	Fuel Sending Unit	1	507.74	507.74
67	269D6529-011	31	73 Gallon Fuel Gauge	1	357.85	357.85
68	269D7103-001		FWD Strut (L/H) LDG Gear	1	4,174.99	4,174.99
69	269D7104-001		AFT Strut Assy (L/H) EXT LDG Gear	1	1,293.76	1,293.76
70	269D7104-002		AFT Strut Assy (R/H) EXT LDG Gear	1	1,293.76	1,293.76
71	269D7116-101		Aft Cross Beam Assy- EXT LDG GR	1	4,155.95	4,155.95
72	269D7117-3 (-001)		Beam Assy, FWD (Hi-Skid)	1	3,292.34	3,292.34

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.



EXHIBIT B - LOT 2 Cont.

73	269D8110-5		Axle (Torque Tube)	4		139.31	557.24
74	269D8228-19		Bracket	4			
75	269D8232		Stick Assy Cyclic	4			
76	269D8306-103		Long Trim Unit (Actuator)	1		5,198.92	5,198.92
77	269D9004-011		Seat Back	1		2,844.67	2,844.67
78	269D9004-013		Head Rest Grey	2		145.09	290.18
79	269D9004-015		Seat Cushion Covers	2		136.29	272.58
80	269D9004-015		Seat Cushion (Grey) (Bottom)	2		160.88	321.76
81	269D9024-37		Pin	2		160.88	321.76
82	29.311-12		Relay (6041H202A)	3		15.23	45.69
83	333BLADE TIEDOWN		M/R Blade Tie Down	3		267.19	801.57
84	333DOGHOUSE PLUG		Dog House Aperture Plug	6			
85	333DOGHOUSE PLUG		Exhaust Cover	2			
86	333STEPRECESPUG		Step Recess Plug	1			
87	38-0240063-00		Landing Light Gasket	2			
89	6853362		Bracket Assy; Fire Shield	6		20.01	120.06
90	6875641		Tube Assy; Scav Oil	4		47.60	190.40
91	6873999		Tube Assy; Scav Oil- EXT Sum (Pump)	1		236.38	236.38
92	71C-1X		Fuel Filter Drain Valve	2		169.41	338.82
93	8618M33A	99040001	Linear Actuator	1		301.61	301.61
				1		3,796.26	3,796.26
TOTAL							\$ 88,032.16

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

**1.0 COMPETITIVE BIDDING:**

- 1.1 It is the intent of the City of Houston to solicit the highest responsive and responsible bidder.

**2.0 AWARD:**

- 2.1 The City shall award the bid to the highest best bid.

**3.0 CONDITIONS PART OF BID:**

- 3.1 In the event of any conflict, between the General Terms and Conditions and the bid Special Requirements and Instructions the General Terms & Conditions shall prevail.

**4.0 SUCCESSORS & ASSIGNS:**

- 4.1 Prime Contractor/Supplier may not assign this contract or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this contract according to its terms.

**5.0 RELEASE:**

- 5.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

**6.0 INDEMNIFICATION:**

- 6.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - (2) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
  - (3) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 6.2 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS

**LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**6.3 INDEMNIFICATION PROCEDURES:**

- (1) Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## **7.0 INSURANCE: (See City of Houston's website for sample certificate)**

7.1 The Prime Contractor/Supplier shall have insurance coverage as follows:  
Commercial General Liability shall be \$500,000 per occurrence; \$1,000,000 aggregate, per 12-month policy period.

- **Automobile Liability Insurance** for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Prime Contractor/Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED. \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.
- **Worker's Compensation** including Broad Form All States endorsement shall be in statutory amount.
- **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury/Disease \$100,000 (per employee); Bodily Injury/Disease \$100,000 (policy limit).

7.2 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in Texas, and shall have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

7.3 All insurance policies required by this Contract shall require on their face that 1) the City of Houston is named as an additional insured; 2) the insurance carrier waives any rights of subrogation against the City; and 3) it shall give thirty (30) days written notice to the City before any policy required by this Contract is cancelled. Within such thirty (30) day period, Prime Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

### **7.4 REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

7.4.1 Certificate must not be more than 30 days old.

7.4.2 Name and Address of Producer writing coverage.

7.4.3 Name of each insurance company providing coverage (as listed or on company's Certificate Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide.)

7.4.4 Name and address of insured (as shown on policy).

7.4.5 Letter in the column must reference the insurer of the policy being described.

7.4.6 Must be a policy number; no binders will be accepted.

7.4.7 Date policy became effective.

7.4.8 Expiration date must be at least 60 days from date of delivery of certificate.

7.4.9 Name and file number of project (Bid Name and Bid Number).

7.4.10 Name of project manager (Buyer).

7.4.11 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

**Prior to award and/or starting work, Prime Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified above. This is a mandatory requirement.**

**Forward to Buyer at:**  
**City of Houston**  
**Strategic Purchasing Division**  
**901 Bagby, room B406**  
**Houston, Texas 77002**

**8.0 TAXES:**

- 8.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Prime Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, may approve or issue the necessary certificates.

**9.0 INSPECTIONS AND AUDITS:**

- 9.1 The City reserves all rights to review all payments made to Prime Contractor/Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Prime Contractor/Supplier.
- 9.2 City representatives may have the right to perform, or have performed, (1) audits of Prime Contractor/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Prime Contractor/Supplier shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
- 9.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime contract insofar as those books and records relate to performance under the prime contract.

**10.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

- 10.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor/Supplier to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.
- 10.2 Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.
- 10.3 Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

10.4 For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor/Supplier** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

10.5 **A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

**11.0 CITY OF HOUSTON CONTRACTOR/SUPPLIER OWNERSHIP DISCLOSURE ORDINANCE:**

11.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City and other qualifying governmental entities prior to entering into contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

11.2 Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

11.3 A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning 5% or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

11.4 Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information with your bid or proposal may be just cause for rejection of your bid or proposal.

**SECTION A  
OFFICIAL BID FORM**



**FORMAL ONE-TIME SALE  
SALE OF SCHWEIZER HELICOPTER PARTS AND ACCESSORIES  
FOR HOUSTON POLICE DEPARTMENT  
Bid No. S12-N23658**

To The Honorable Mayor  
and City Council Members  
of the City of Houston, Texas (the "City"):

The undersigned hereby offers to **sale/purchase HELICOPTER PARTS AND ACCESSORIES** from the City of Houston and as listed on the **electronic bid form**, and in accordance with the City's Special Requirements and Instructions provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous special requirements and instructions provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

## SECTION A

**Documents/forms must be downloaded from the City's Website:**

**<http://www.houstontx.gov/purchasing/index.html>**

**Additional Required Forms to be Included with this Bid:**

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

<b>Table 1 – Required Forms</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire

Table 2 lists other documents and forms that should be viewed and downloaded from the City's website, but are not required to be submitted with the bid. **The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:**

<b>Table 2 – Documents and Forms</b>
Drug Forms
Sample Insurance Over \$50,000.00
Formal Instructions for Bid Terms
EEOC



**SECTION B**  
**GENERAL SPECIFICATIONS**

**1.0 BIDDING AND AWARD:**

- 1.1 The City may accept this bid offer by issuance of a Notice of Award Letter at any time on or before the 120th day following the official bid opening day by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

**2.0 APPLICABLE SPECIFICATION:**

- 2.1 "Notice to Bidders", the "Official Bid Forms", the "Special Requirements and Instructions", the "General Terms and Conditions" and other specifications that may be included herewith.

**3.0 CONFLICT IN TERMS:**

- 3.1 Should there be any conflict between the Special Requirements and Instructions and the General Specifications, the Special Requirements and Instruction shall prevail.

**SECTION B**  
**PART II**  
**TECHNICAL SPECIFICATIONS**  
**SALE OF SCHWEIZER HELICOPTER PARTS AND ACCESSORIES**  
**FOR HOUSTON POLICE DEPARTMENT**

**1.0 SCOPE:**

- 1.1 The City of Houston is accepting bids from qualified vendors for the sale of its Schweizer Helicopter parts and accessories (See attached Exhibits, Lots 1 and 2).
- 1.2 Technical questions concerning the Helicopter Parts should be directed to Tom Runyan at (713) 247-5930 and general information may be obtained from John Erdeljac, (713) 308-1700.

**2.0 SPECIAL REQUIREMENTS:**

- 2.1 The helicopter parts are offered for sale "as is" and "where is" without warranty as to capacity, equality, condition or size, other than the condition specified in "Attachment 1", and no claim for any allowance or deduction upon any grounds will be considered after bids have been opened.
- 2.2 The successful bidder (Purchaser) shall take possession of the Helicopter(s) described on the attached Information Sheet from the City of Houston's Hobby Airport premises within ten (10) business days following written notification by the City that Purchaser's check has cleared the financial institution.
- 2.3 The successful bidder (Purchaser) is responsible for all applicable Federal, State and Local sales taxes
- 2.4 It is advised that all prospective bidders inspect the helicopter parts prior to submitting. Contact Tom Runyan at least 24 hours in advance at (713) 247-5930. Any request for an on-site visit to see the helicopter parts "must" be received 24 hours prior to the desired scheduled visit and must be coordinated with the below named individual.  
  
Tom Runyan  
Police Captain, Air Support  
Hobby Airport  
8402 Larson  
Houston, Texas 77061  
Office – (713) 247-5930 or (713) 376-1462  
Email – [tom.runyan@cityofhouston.net](mailto:tom.runyan@cityofhouston.net)
- 2.5 The awarded bidder (Purchaser) shall submit a cashier's check, payable to the City of Houston **within five (5) working days after notification of award** by the City Purchasing Agent or designee, to Joseph Fenninger, Chief Financial Officer, Houston Police Department, 1200 Travis, 17<sup>th</sup> Floor, Houston, Texas 77002. Removal of the helicopter parts shall be coordinated with Tom Runyan at Hobby Airport Facility, 8402 Larson. The Purchaser shall be required to remove the helicopter parts upon notification by the City that Purchaser's check has cleared the financial institution and at an agreed upon scheduled between City and the Purchaser. It shall be the sole responsibility of the offerer/purchaser to remove its awarded helicopter parts.
- 2.5 The awarded bidder must 'Indemnify' the City and provide insurance for all personnel coming on-site for the removal of the helicopter parts.

# EXHIBIT A - LOT 1

Item #	P/N	S/N	Description	QTY	Unit Cost	Total Cost
7	MS25038-4	9222	Tech Generator, (N1) (MS25038-4)	1	357.50	357.50
28	269A5175-039	OS0006	M/R Transmission	1	7,853.42	7,853.42
30	269A5590-013		Retainer	1	7,853.42	7,853.42
32	269A7346-001		Motor Gearbox 24V	4	116.69	466.76
36	269D1120-001	S0086	Blade Assy- M/R, Droop Nose (333)	2	314.12	628.24
37	269D1120-001	S0155	Blade Assy- M/R, Droop Nose (333)	1	14,012.92	14,012.92
38	269D1120-001	S0156	Blade Assy- M/R, Droop Nose (333)	1	15,880.01	15,880.01
39	269D1329 (-001)		Ring, Droop Stop	1	15,880.01	15,880.01
54	269D4522-001		Duct Assy- Heat Exchanger	2	1,128.56	2,257.12
59	269D5308-001	S20132	Shaft & Assy- M/R Drive Splined	3	564.88	1,694.64
61	269D6066-003	30423	Twin Tachometer N2/NR Eng Tech	1	14,121.73	14,121.73
88	5510-3	30939	Tech Generator	1	397.50	2,038.49
				1	360.00	360.00
<b>TOTAL</b>						<b>\$ 75,550.84</b>

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

## EXHIBIT B - LOT 2

Item #	P/N	S/N	Description	QTY	Unit Cost	Total Cost
1	AA97-424	7091	Audio Panel	1		
2	BLS3BA03S		Collective Pin	1	3,995.00	3,995.00
3	CIX3A0K3-4LK		C/I Switch/Cable Assy	4	44.83	179.32
4	GCSG-503			1	195.00	195.00
	(alt # 31401917)	1107B	Control Unit (Generator)	1		
5	M19004089		Rubber Stopper	1	715.00	715.00
6	MIL-H-6000		Hose, 1" (Exhaust Breather Hose)	5	1.90	9.50
8	MS25038-4	9227	Tach Generator, (N1) (MS25038-4)	9	4.56	41.04
9	MS25038-4	9846	Tach Generator, (N1) (MS25038-4)	1	357.50	357.50
10	MS25038-4	9851	Tach Generator, (N1) (MS25038-4)	1	357.50	357.50
11	MS27380-1		Lanyard	1	357.50	357.50
12	MS28034-3		Temp Bulb	1	35.73	35.73
13	SKCP2738-5	0028	Pully Side Kaffer	1	305.40	305.40
14	Transport Clamp		333 Truck Transport Clamp Down	1	10,745.28	10,745.28
15	01-0770805-00	00754	Light Assy.	1		
16	1743645-02		Element Replacement Kit (Fuel Filter)	1	403.90	403.90
17	20506A		Dual Oil Cooler	10	96.30	963.00
	(alt # 33001576)	GO1-408-8		1	1,514.96	1,514.96
18	2200-12	102	Autronics EPO Warning Unit	1		
19	2247-6-6S		Adapter (73 Gal. System)	1	531.00	531.00
20	23001839		Nozzle Assy, Press Oil P/T Supr	2	17.93	35.86
21	23051050		Tube Assembly, PG Fuel Control	4	305.55	1,222.20
22	24610-0342		Garlock Seal Split (Engine)	1	118.46	118.46
23	269A3150-023	S0114	Damper Assy FWD (Landing Gear)	3	19.19	57.57
24	269A3150-023	S0117	Damper Assy FWD (Landing Gear)	1	210.00	210.00
25	269A3150-025	HT11626-1	Damper Assy AFT (Landing Gear)	1	210.00	210.00
26	269A3150-025	HT11626-2	Damper Assy AFT (Landing Gear)	1	2,185.33	2,185.33
27	269A4062-001		Valve- Shut Off	1	2,185.33	2,185.33
29	269A5512-011		V-Belt Set Banded	1	247.40	247.40
31	269A5801-015		Block	3	271.88	815.64
33	269A9288-31		Tie Down Assy	2	375.48	750.96
				3	374.84	1,124.52

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

EXHIBIT B - LOT 2 Cont.

34	269A9410-005		Low Fuel Warning Probe Assy	1	230.92	230.92
35	269D0302-073		Placard (Decal) Fuel 73 Gal	4	8.59	34.36
40	269D1336-003		Link Assembly	1	1,623.07	1,623.07
41	269D2200-009		Window Assy, UPR L/H	1	1,199.66	1,199.66
42	269D2329-015		Spacer	3	11.31	33.93
43	269D3145-001	S0071	Bucket Fitting Upper- Forward	1	299.32	299.32
44	269D3180-9		Cover (Ejector)	2	95.80	191.60
45	269D3310-001	S0062	Bucket Fitting Upper- Aft	1	320.57	320.57
46	269D3320-001	S0075	Damper Bracket	1	1,212.37	1,212.37
47	269D3325-11		Horizontal Tail Assembly	1	160.10	160.10
48	269D3411-801	S0032	Tail Skid Assembly (Stinger)	1	2,723.32	2,723.32
49	269D4112-019		Deflector Plate	5	27.46	137.30
50	269D4500-005		Strip, Long	1	-	-
51	269D4500-007		Strip, Short	1	-	-
52	269D4506-5		Oil Inlet Cover	1	-	-
53	269D4526-007		Impeller Assembly	1	625.90	625.90
56	269D5017-023		Spring Sub Assy	2	3,750.17	7,500.34
57	269D5301-009	S0053	Adapter Assy- Gear Box Mounting- Boom	1	1,867.30	1,867.30
58	269D6065-001	31018	TOT Indicator	1	1,525.06	1,525.06
60	269D6068-001	132	Oil Temp/ Press Indicator	1	1,894.56	1,894.56
62	269D6069-007	31031	Torque Meter, 2" Diameter	1	1,346.79	1,346.79
63	269D6070-019		Dimmer Assy	1	555.00	555.00
64	269D6528-001	1018	Fuel Sending Unit	1	1,216.62	1,216.62
65	269D7103-001		FWD Strut (L/H) LDG Gear	1	357.85	357.85
66	269D7104-001		AFT Strut Assy (L/H) EXT LDG Gear	1	4,174.99	4,174.99
67	269D7104-002		AFT Strut Assy (R/H) EXT LDG Gear	1	1,293.76	1,293.76
68	269D7116-101		Aft Cross Beam Assy- EXT LDG GR	1	4,155.95	4,155.95
69	269D7117-3 (-001)		Beam Assy, FWD (Hi-Skid)	1	3,292.34	3,292.34

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

EXHIBIT B - LOT 2 Cont.

73	269D8110-5		Axle (Torque Tube)	4		139.31	557.24
74	269D8228-19		Bracket	4			
75	269D8232		Stick Assy Cycle	1		5,198.92	5,198.92
76	269D8306-103		Long Trim Unit (Actuator)	1		2,844.67	2,844.67
77	269D9004-011		Seat Back	2		145.09	290.18
78	269D9004-013		Head Rest Grey	2		136.29	272.58
79	269D9004-015		Seat Cushion Covers	2		160.88	321.76
80	269D9004-015		Seat Cushion (Grey) (Bottom)	2		160.88	321.76
81	269D9024-37		Pin	3		15.23	45.69
82	29.311-12		Relay (6041H202A)	3		267.19	801.57
83	333BLADE TIEDOWN		M/R Blade Tie Down	6		-	-
84	333DOGHOUSE PLUG		Dog House Aperture Plug	2		-	-
85	333EXHAUST COVER		Exhaust Cover	1		-	-
86	333STEPRECESPLUG		Step Recess Plug	2		-	-
87	38-0240063-00		Landing Light Gasket	6		20.01	120.06
89	6853362		Bracket Assy; Fire Shield	4		47.60	190.40
90	6875641		Tube Assy; Scav Oil	1		236.38	236.38
91	6875999		Fuel Filter Drain Valve	1		301.61	301.61
92	71C-1X			1		3,796.26	3,796.26
93	8618M33A	99040001		1			
TOTAL							\$ 86,032.15

Note: The unit prices shown hereon are the prices paid by the City of Houston for these parts.

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

**1.0 COMPETITIVE BIDDING:**

- 1.1 It is the intent of the City of Houston to solicit the highest responsive and responsible bidder.

**2.0 AWARD:**

- 2.1 The City shall award the bid to the highest best bid.

**3.0 CONDITIONS PART OF BID:**

- 3.1 In the event of any conflict, between the General Terms and Conditions and the bid Special Requirements and Instructions the General Terms & Conditions shall prevail.

**4.0 SUCCESSORS & ASSIGNS:**

- 4.1 Prime Contractor/Supplier may not assign this contract or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this contract according to its terms.

**5.0 RELEASE:**

- 5.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

**6.0 INDEMNIFICATION:**

- 6.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - (2) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
  - (3) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 6.2 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS

**LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**6.3 INDEMNIFICATION PROCEDURES:**

- (1) Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.



**7.0 INSURANCE: (See City of Houston's website for sample certificate)**

7.1 The Prime Contractor/Supplier shall have insurance coverage as follows:  
Commercial General Liability shall be \$500,000 per occurrence; \$1,000,000 aggregate, per 12-month policy period.

- **Automobile Liability Insurance** for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Prime Contractor/Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED. \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.
- **Worker's Compensation** including Broad Form All States endorsement shall be in statutory amount.
- **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury/Disease \$100,000 (per employee); Bodily Injury/Disease \$100,000 (policy limit).

7.2 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in Texas, and shall have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

7.3 All insurance policies required by this Contract shall require on their face that 1) the City of Houston is named as an additional insured; 2) the insurance carrier waives any rights of subrogation against the City; and 3) it shall give thirty (30) days written notice to the City before any policy required by this Contract is cancelled. Within such thirty (30) day period, Prime Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

**7.4 REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

7.4.1 Certificate must not be more than 30 days old.

7.4.2 Name and Address of Producer writing coverage.

7.4.3 Name of each insurance company providing coverage (as listed or on company's Certificate Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide.)

7.4.4 Name and address of insured (as shown on policy).

7.4.5 Letter in the column must reference the insurer of the policy being described.

7.4.6 Must be a policy number; no binders will be accepted.

7.4.7 Date policy became effective.

7.4.8 Expiration date must be at least 60 days from date of delivery of certificate.

7.4.9 Name and file number of project (Bid Name and Bid Number).

7.4.10 Name of project manager (Buyer).

7.4.11 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

**Prior to award and/or starting work, Prime Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified above. This is a mandatory requirement.**

**Forward to Buyer at:**

**City of Houston  
Strategic Purchasing Division  
901 Bagby, room B406  
Houston, Texas 77002**

#### **8.0 TAXES:**

- 8.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Prime Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, may approve or issue the necessary certificates.

#### **9.0 INSPECTIONS AND AUDITS:**

- 9.1 The City reserves all rights to review all payments made to Prime Contractor/Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Prime Contractor/Supplier.
- 9.2 City representatives may have the right to perform, or have performed, (1) audits of Prime Contractor/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Prime Contractor/Supplier shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
- 9.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime contract insofar as those books and records relate to performance under the prime contract.

#### **10.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

- 10.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor/Supplier to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.
- 10.2 Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.
- 10.3 Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

- 10.4 For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor/Supplier** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

- 10.5 **A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

**11.0 CITY OF HOUSTON CONTRACTOR/SUPPLIER OWNERSHIP DISCLOSURE ORDINANCE:**

- 11.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City and other qualifying governmental entities prior to entering into contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.
- 11.2 Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.
- 11.3 A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning 5% or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.
- 11.4 Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information with your bid or proposal may be just cause for rejection of your bid or proposal.